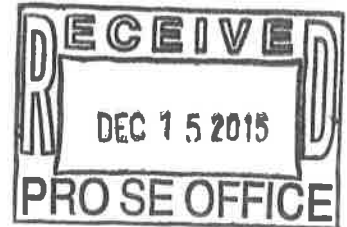


December 14, 2015

James H. Brady  
450 West 31<sup>st</sup> Street  
12<sup>th</sup> Floor  
New York, NY 10001  
[bradyny@gmail.com](mailto:bradyny@gmail.com)  
(201) 923-5511

Honorable Ronnie Abrams  
United States District Judge  
Southern District of New York  
40 Foley Square New York, NY 10007



Re: *Brady v. Schneiderman*, No. 15 Civ. 9141 (RA)

Dear Justice Abrams:

I am *pro se* plaintiff James Brady in the above listed case. I am writing in response to Mr. Berg's December 9, 2015 letter to the Court. Through this letter I am also requesting: 1) Oral Arguments; 2) that the Court sign a subpoena for the testimony of the Offering Plan's sponsor, Arthur Green; and 3) a stay the enforcement of sanctions until it is determined that they were unconstitutionally imposed through a corrupt decision.

The December 9, 2015 letter to this Court from Michael A. Berg, Assistant Attorney General, representing Defendant Attorney General Eric T. Schneiderman, proves the need for a Mandatory Injunction by this Court. Mr. Berg's letter states that "Plaintiff does not consent to the extension," but fails to state why I opposed it.

The reason I did not agree to an extension is because I do not want another year of my life ruined by what should have been solved in ten minutes – and can still be solved quickly with the testimony of the Offering Plan's sponsor, Arthur Green.

As the attached emails show, the Attorney General has refused my repeated pleas and deal that I would happily drop my suit before this court and the Court of Claims if the Attorney General would simply defend the Offering Plan description of my apartment as it was described and promised in the Offering Plan that was registered in the Attorney General's Office at the time the Plan was declared effective in 1981.

All I asked for in exchange was that they perform their duty and require Justice Kornreich to explain the line of reasoning or legal authority that she used to feel entitled to rewrite the Offering Plan description of my apartment to void the air rights given given to my unit in the Offering Plan and Affirmed Appellate Division, First Department, February 11, 2010 Decision.

The Attorney General refused and instead plans on putting in a motion to dismiss so that this question is never asked or answered.

## **I. Oral Arguments**

I am requesting an Oral Argument with this court so that Mr. Schneiderman can explain what the Seventh Paragraph Footnote to the Schedule of Units in the Amended Offering Plan means to him. The Offering Plan and its First and Second Amendments were specifically registered with the Attorney General's Office to avoid the fraud that I have been subjected to. The Attorney General should certainly explain to this Court what the Seventh Paragraph Footnote means to him. This is necessary since to him, and only others with absolute immunity, the Seventh Paragraph Footnote to the Schedule of Units does not mean what it says on its face.

An Oral argument is needed so that the Attorney General can explain to this Court the purpose of seeking a motion to dismiss rather than voluntarily just asking Supreme Court Justice Shirley Kornreich why she rewrote an Offering Plan contract and hire court Order to void my affirmed contract rights. Their hope is that this Court will grant the motion to dismiss so that no one ever has to explain the line of reasoning for the Decision that is about to leave my family in financial ruins. Their is no other purpose for their motion to dismiss.

By asking this Court to dismiss my motion for a mandatory injunction, defendants are certainly asking this Court to go along with their collusion and scheme to obstruct justice and leave the victim of this crime and his family in financial ruin for doing nothing more than fighting for his rights against much more powerful and deep pocketed developers, law firms, and their title insurance company. During this Court Senate Confirmation Hearings, the Court specifically stated that she would defend the rights of *individuals*, and I plead with the Court to uphold that promise.

It is likely that the Attorney General knew this court has too much integrity to not go along with the collusion and become part of this cover-up. This is why Mr. Berg asked me over the phone on December 8, 2015 whether I would consider switching to a different judge. Of course I said no and that I wanted the judge randomly assigned.

Finally it should be noted that during my phone conversation with Mr. Berg on December 8, and in emails dated December 9, December 10, and December 11, 2015, I pleaded with Mr. Berg that I would discontinue this motion and strongly consider dropping my damages claim in the Court of Claims if the Attorney General simply protected my contract rights as they were listed in the Offering Plan that was registered with their Office. (See attachments of emails from December 9-11, 2015). The attorney general would rather fight against the victim of this crime and hopes that this question can be forever avoided for the benefit of others.

## **II. Subpoena**

The Court is also asked to sign a subpoena for the testimony of Arthur Green, the sponsor of the Offering Plan, so he can tell this Court himself the meaning and intent of why he added the Seventh Paragraph Footnote in the Second and Final Amendment, as a final term before agreeing to declare the Offering Plan effective.

It should be noted that three state justices have refused to sign such a subpoena. These Justices include Supreme Court Justices Shirley Kornreich and Margaret A. Chang. Both of these justices chose instead to make their decisions without Arthur Green's testimony so that they could chastise me in their decisions as bringing repeated meritless claims in the New York State Court System.

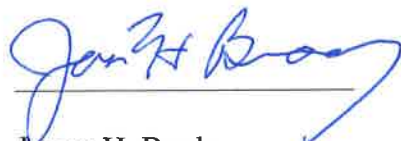
The third judge who refused to sign the subpoena is Court of Claim's Justice Thomas H. Scuccimarra of the Court of Claims, where I filed a suit against the Attorney General and the State of New York.

In the Co-op's Offering Plan, Arthur Greene specifically disclosed he was keeping the 12<sup>th</sup> Floor and Roof Unit for himself. The Offering Plan also shows that he measured the lot and building down to the square foot. The utilized development rights were stated as 104,000 square feet, thus according to the Offering Plan and development rights above the 104,000 were to be conveyed to and reserved for what was then his "12th Floor and Roof Unit."

The Attorney General (and all the other appropriate people that I complained to about this unlawful conduct) knows all these facts but have done nothing to give me equal protection under the law as corrupt Justices rewrote the contract description of my apartment to steal the air rights the parties to the contract agreed were promised and appurtenant to my 12<sup>th</sup> Floor and Roof Unit.

The enclosed transcript from September 8, 2014 shows that Justice Kornreich did not deny that she falsified the prior decision and rewrote it. Mr. Schneiderman has been shown this transcript and done nothing. Only through a mandatory injunction will he be compelled to ask Justice Kornreich by what legal authority she rewrote an affirmed Appellate Division decision and the Co-op Offering Plan.

For the above reasons, I plead that my request for oral argument is granted, that the subpoena of the sponsor of the Offering Plan be signed; and that, in the interest of justice and to avoid irreparable harm to plaintiff and his family, this court stay any enforcement of sanctions until it is determined that they were constitutional and not issued through a corrupt decision.



James H. Brady

EXHIBIT

A

On **Tue, Dec 8, 2015** at 3:54 PM, Michael Berg <[Michael.Berg@ag.ny.gov](mailto:Michael.Berg@ag.ny.gov)> wrote:

Dear Mr. Brady,

I just left you a voice-mail.

Please call me as soon as possible at [212.416.8651](tel:212.416.8651) to discuss scheduling and procedural matters in your civil action against AG Schneiderman.

Regards,

Michael A. Berg  
Assistant Attorney General  
Deputy Section Chief  
State of New York  
Office of the Attorney General  
120 Broadway, 24<sup>th</sup> Floor  
New York, New York 10271  
[\(212\) 416-8651](tel:212.416.8651)  
[michael.berg@ag.ny.gov](mailto:michael.berg@ag.ny.gov)

**IMPORTANT NOTICE:** This e-mail, including any attachments, may be confidential, privileged or otherwise legally protected. It is intended only for the addressee. If you received this e-mail in error or from someone who was not authorized to send it to you, do not disseminate, copy or otherwise use this e-mail or its attachments. Please notify the sender immediately by reply e-mail and delete the e-mail from your system.

----- Forwarded message -----

From: **Jim Brady** <[bradyny@gmail.com](mailto:bradyny@gmail.com)>

**Date:** **Wed, Dec 9, 2015** at 12:57 PM

**Subject:** Re: Brady v. Schneiderman

**To:** Michael Berg <[Michael.Berg@ag.ny.gov](mailto:Michael.Berg@ag.ny.gov)>

Dear Mr. Berg

I am following up on our conversation from yesterday December 8, 2015.

As I said then, I would drop my complaint in federal court if the Attorney General agrees to simply ask Supreme Court Justice Shirley Kornreich to explain the line of reasoning or legal authority that she used to feel entitled to rewrite the Offering Plan and Appellate Division Description of the rights given to my apartment to void the air rights the Appellate Division affirmed I had in its February 11, 2010 Decision.

Certainly this would be the equitable way of very simply resolving this matter without the need for litigation in federal court.

If you cooperate and act in good faith with this one simple request I would also strongly consider

dropping my damages complaint that are sub judice in the Court of Claims.

Thanks you

James Brady

On Wed, Dec 9, 2015 at 4:21 PM, David Diamond <[David.Diamond@ag.ny.gov](mailto:David.Diamond@ag.ny.gov)> wrote:

Dear Mr. Brady:

Per the instruction of my colleague Michael Berg, attached hereto is a copy of the letter motion filed today in the above action, requesting an extension of defendant's time to respond to the Complaint.

Sincerely,

David Diamond

Assistant Attorney General  
Office of the New York State Attorney General  
120 Broadway - 24th Floor  
New York, New York 10271  
[\(212\) 416-8476](tel:(212)416-8476) (Office)  
[\(212\) 416-6009](tel:(212)416-6009) (Fax) (Not for Service of Papers)

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----- Forwarded message -----

From: **Jim Brady** <[bradyny@gmail.com](mailto:bradyny@gmail.com)>

Date: **Thu, Dec 10, 2015** at 4:44 PM

Subject: Re: Brady v. Schneiderman, 15 CV 9141 (S.D.NY)-Ltr Motion Filed

To: David Diamond <[David.Diamond@ag.ny.gov](mailto:David.Diamond@ag.ny.gov)>

Cc: Michael Berg <[Michael.Berg@ag.ny.gov](mailto:Michael.Berg@ag.ny.gov)>

Dear Mr. Diamond and Berg

I am not yet permitted to use the Court ECF so I would greatly appreciate if any correspondents to or from the court are forwarded to me.

Did you receive a reply to your request for an extension of time to reply? If so please let me know.

Additionally I want to stress again that if you simply require Justice Kornreich to explain why she rewrote the Offering Plan contract description of my commercial apartment to void the air rights that contract gave to my unit I would drop the complaint before Justice Abrams.

Again I am also making the offer that if you agree to ask Justice Kornreich this question I would very strongly consider dropping my Court of Claims complaint since I could then go back after the original defendants that were listed in my complaints before my contract was rewritten to void my rights.

Thank You

James Brady

----- Forwarded message -----

From: **Jim Brady** <[bradyny@gmail.com](mailto:bradyny@gmail.com)>  
Date: Fri, Dec 11, 2015 at 12:53 PM  
Subject: Re: Brady v. Schneiderman  
To: Michael Berg <[Michael.Berg@ag.ny.gov](mailto:Michael.Berg@ag.ny.gov)>

Mr. Berg

Thank you for forwarding me this information informing me that Justice Abrams granted your request for an extension of time to respond to my Motion.

I think you inadvertently forgot to reply to my offer that if the AG voluntarily agrees to simply ask Justice Kornreich to explain the legal authority or line of reasoning that she used to feel entitled to rewrite the affirmed description of my commercial apartment I would discontinue the motion before Justice Abrams and my claim before the Court of Claims

The Offering Plan was registered with the AG and I hope you agree that I have a right to know why the Offering Plan contract description of my commercial apartment was unlawfully rewritten to void the rights promised in the Offering Plan.

By the way, would the AG voluntarily explain what The Seventh Paragraph Footnote to the schedule of Units means to him?

As we both can surely assume, know, Justice Abrams would prefer that we settle this matter amicably without her having to make a decision on this motion.

Thank You and I look forward to your reply

James Brady

EXHIBIT

B



1  
2  
3 SUPREME COURT OF THE STATE OF NEW YORK

4 COUNTY OF NEW YORK: TRIAL TERM PART 54

5 -----X

6 JAMES BRADY,

7 Plaintiff-Appellant,

8 - against -

Index No.  
654226/13

9  
10 JEFFREY KATZ, individually and as CEO and  
11 principal owner of Sherwood Equities, Inc.,  
12 LONG WHARF REAL ESTATE PARTNERS, LLC,  
13 CHICAGO TITLE INSURANCE CO., DENNIS W. RUSSO,  
14 ESQ., HERRICK FEINSTEIN, LLP, FRANK MCCOURT  
15 individually and as Chairman & CEO of  
16 McCourt Global LP,

17 Defendant-Respondents.

18 -----X

James Brady,

Plaintiffs,

- against -

Index No.  
157779/13

450 WEST 31ST STREET OWNER'S CORP., DESIREE  
GREENE, individually and as President of  
the Board for 450 West 31st Street Owner's  
Corp., JIM FRANCO individually and as a member  
of the Board of 450 West 31st Street Owner's  
Corp., KAREN ATTA, individually and as a  
member of the Board of 450 West 31st Street  
Owner's Corp., MOLLY BLIENDEN, individually  
and as a member of the Board of 450 West 31st  
Street Owners Corp., PRISCILLA MCGEEHON,  
individually and as a member of the Board of  
450 West 31st Street Owners Corp., BILL SMITH,  
individually and as a member of the Board of  
450 West 31st Street Owners Corp., OWAIN HUGHES,  
individually, LINDA KRAMER individually, and as a  
member of the Board of 450 West 31st Street Owners  
Corp., JON CHODOSH, Chodosh Realty Services Inc.,  
STANLEY KAUFMAN, ESQ. KAUFMAN FRIEDMAN PLOTNICKI  
& GRUN LLP, DEIRDRE A. CARSON, ESQ., GREENBERG  
TRAURIG, LLP, VINCENT HANLEY, HANLEY & GOBLE,

Defendants.

Motion  
September 10, 2014

60 Centre Street  
New York, New York

BEFORE:

HONORABLE SHIRLEY WERNER KORNREICH,  
Justice.

APPEARANCES:

JAMES BRADY  
Plaintiff Pro Se  
510 Sicomac Avenue  
Wychoff, New Jersey 07481

BARBARA STROH, CSR, CRR, CMR  
OFFICIAL COURT REPORTER  
BARBARA STROH, CSR, CRR, CMR

## Proceedings

1  
2 THE COURT: Yes, what I have in front of me  
3 are two applications for orders to show cause in two  
4 different actions made by Mr. Brady, James Brady.

5 I ruled on these cases already, so there is  
6 already a ruling. I assume there probably is a notice  
7 of appeal on my decision, am I correct?

8 THE PLAINTIFF: And reargument on the motion  
9 with you.

10 THE COURT: Pardon. I can't hear you.

11 THE PLAINTIFF: And a reargument motion made  
12 to your Honor that was fully submitted today.

13 THE COURT: In room 130?

14 THE PLAINTIFF: Yes, your Honor.

15 THE COURT: Okay. So this basically is an  
16 order to show cause which asks that sanctions that I  
17 have imposed against -- and they've both asked for the  
18 same things -- there are various defendants here  
19 --that those sanctions be stayed, that it's again  
20 asking for reversal of my decision, but there is a  
21 reargument, also a notice of appeal, and it's asking  
22 that I be recused.

23 Now, then there is also a request for a  
24 temporary stay pending the hearing of this order to  
25 show cause.

26 It's my understanding that you notified all

BARBARA STROH, CSR, CRR, CMR

## Proceedings

1  
2 the other parties, and they have not shown up, am I  
3 correct?

4 THE PLAINTIFF: There is a dozen of them  
5 notified, your Honor, yes. They made a decision  
6 together not to.

7 THE COURT: So I don't know what decision or  
8 not, but I will say that you have told my clerk that  
9 you asked the other parties to meet you at 10:30.

10 THE PLAINTIFF: Yes, your Honor.

11 THE COURT: It is now 11:17, and there are no  
12 other parties. We have waited. Nobody else has shown  
13 up, so we're going to -- I am going to just hear the  
14 application and make whatever ruling I'm going to make,  
15 and we are on the record.

16 So, I have read your papers, and let me say  
17 that I stand by my decision. I think my decision is  
18 legally required.

19 The same request, the same legal request,  
20 really, was made in another action in front of another  
21 judge, and I am bound by that decision. It went all  
22 the way up to the Court of Appeals, so I stand by my  
23 previous decision.

24 I am not going to stay enforcement of the  
25 sanctions. I believe, I really believe that bringing  
26 the action over and over and over again both wastes the

## Proceedings

1  
2 court's time, counsel's time, and your time, and it is  
3 frivolous.

4 Therefore, I am not going to stay enforcement  
5 of any of the sanctions. I stand by them, and what I  
6 do want to address is this recusal motion.

7 Apparently a firm which my husband is a  
8 partner in, Proskauer Rose, at some point in this  
9 action back in 2008 -- it's now 2014 -- the firm  
10 represented you.

11 Looking at these letters that you've annexed,  
12 they represented you and then eventually apparently  
13 stopped representing you. I assume they stopped  
14 representing you because I had no idea that they were  
15 involved in any way here. It was the previous action  
16 over a dispute about a bill. Is that what occurred?

17 THE PLAINTIFF: About the fees, your Honor.

18 THE COURT: Right, obviously, their bill.

19 Looking at the letters, the attorneys at Proskauer was  
20 someone by the name of Margaret A. Dale and a Lou  
21 Solomon.

22 I have never met either of these people, I  
23 don't know either of these people, I had no idea they  
24 were ever involved in this dispute.

25 They, clearly, were not representing you in  
26 the action before me, they had nothing at all to do

BARBARA STROH, CSR, CRR, CMR

## Proceedings

1  
2 with any of the defendants in the action, to my  
3 knowledge.

4 I assume they weren't representing you at the  
5 end of the action, the previous action or on appeal of  
6 the previous action, so their name never came to my  
7 attention before now.

8 As far as I am concerned, there was no reason  
9 for me to know that my husband, who is a health care  
10 lawyer, and was, I can tell you, not at all -- I can't  
11 believe he was ever involved in any of this case  
12 because he doesn't do real estate or anything like  
13 this. He does health care.

14 I have no idea, we don't discuss his cases  
15 because there are, I think -- I'm not even sure how  
16 many partners, probably 150 or so partners, over 600  
17 lawyers in that firm.

18 I have no idea who Proskauer Rose represents,  
19 I don't know about their cases. I certainly don't know  
20 what cases they had back in 2008, six years ago.

21 So, I don't believe that there is any reason  
22 for me to recuse myself. I don't believe that any  
23 decision I made previously was tainted in any way. I  
24 believe this case is over at this point, so I am  
25 denying your application --

26 THE PLAINTIFF: It figures.

BARBARA STROH, CSR, CRR, CMR

## Proceedings

1 THE COURT: -- for your order to show cause.

2 THE PLAINTIFF: That figures, your Honor.

3 THE COURT: Pardon?

4 THE PLAINTIFF: I said that figures. Of  
5 course, you would do that. So why don't we address the  
6 fact that it's undisputed that you falsified the prior  
7 decisions.

8 THE COURT: That I falsified?

9 THE PLAINTIFF: You falsified the prior  
10 decisions.

11 THE COURT: Sir, at this point I would  
12 admonish you.

13 THE PLAINTIFF: I'd like it to be on the  
14 record, you took out the part, your Honor, that said  
15 that "pursuant to paragraph 7, plaintiff has, in  
16 addition to the utilization of a roof, the right to  
17 construct or extend structures on the roof or above the  
18 roof to the extent that may from time to time be  
19 permitted under applicable law."

20 This court took that out of its decision to  
21 swear it against me.

22 THE COURT: Sir, you can say whatever you wish  
23 to say at this point. You've said it. At this point  
24 the record is closed. Your application is denied.  
25 Please step back.

26 BARBARA STROH, CSR, CRR, CMR

Proceedings

THE PLAINTIFF: Thank you, your Honor.

More evidence.

(End of proceedings)

\* \* \*

CERTIFIED TO BE A TRUE AND ACCURATE TRANSCRIPT  
OF THE ORIGINAL STENOGRAPHIC MINUTES TAKEN OF THIS  
PROCEEDING.



BARBARA STROH, CSR, CMR, CRR  
Senior Court Reporter



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

James H. Brady,

*Plaintiff,*

No. 15 Civ. 9141 (RA)

v.

Eric Schneiderman, Attorney General  
for the State of New York,

*Defendant.*

**AFFIDAVIT OF SERVICE**

SUPREME COURT OF THE STATE OF NEW YORK  
APPELLATE DIVISION, FIRST DEPARTMENT

RE: *Re: Brady v. Schneiderman*, No. 15 Civ. 9141 (RA)


James Brady, being duly sworn, deposes and says that I am over 18 years of age and reside at 510 Sicomac Avenue, Wyckoff, NJ 07481.

That on December 14, 2015, I served the following Defendants with a copy of LETTER TO THE COURT REQUESTING ORAL ARGUMENTS, via e-mail and overnight Fed Ex.

The New York State Attorney General's Office  
The Capitol  
Albany, NY 12224-0341

Sworn to before me this  
14 day of December 2015

  
Notary Public, State of New York  
No. 01KE6180990  
Qualified in Bronx County  
Commission expires January 22, 2016

  
James H. Brady  
December 14, 2015